

**PARTICIPATING ADDENDUM (PA)**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**WIRELESS SERVICES 2012-2016**  
**Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT  
Cellco Partnership d/b/a Verizon Wireless  
Contract Number: 1907  
(hereinafter "Contractor")

And

State of Connecticut  
(hereinafter "Participating Entity")

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the Wireless Services for use by state agencies and other eligible entities authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **WSCA** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this Contract, to the extent permitted by their state and local procurement laws and regulations.

**INDIVIDUAL CUSTOMER**: Only the Telecommunication Unit of the Department of Administrative Services, a department of the Participating Entity, will be treated as if it was an Individual Customer. Except to the extent modified by this PA, Participating Entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the lead state has in the Master Agreement. Individual Customer will be responsible for its own charges, fees, and liabilities. Individual Customer and Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Contract for its purchases. The Contractor will apply the charges to the Individual Customer.

The Participating Entity and Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the Contract and calculating the administrative fees.

3. Intentionally Omitted.

4. Lease Agreements: **NONE**

5. Primary Contacts: The primary contact individual for this participating addendum is as follows (or their named successors):

Lead State

Name	State of Nevada, Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	rj.fenolio@verizonwireless.com

Participating Entity

Name	State of Connecticut Department of Administrative Services Kris H. Wohlgemuth
Address	165 Capitol Ave, Hartford, CT 06106
Telephone	860-713-5606
Fax	860-622-2832
E-mail	kris.wohlgemuth@ct.gov

6. Subcontractors:

NONE

7. Purchase Order Instructions:

Individual Customer issuing valid Telecommunications Service Request (TSR) will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for service and equipment provided as long as said services and equipment are included in this participating addendum and ordered via a TSR. If the Individual Customer is an Executive Branch agency of the Participating Entity, that the Individual Customer may only purchase the services and equipment set forth in Exhibit 1. All other Individual Customers eligible to purchase services and equipment under this Participating Addendum may purchase the services and equipment set forth in Exhibit 2. The Department of Administrative Services can expand Exhibit 1 to add approved services and products by updating the Participating Addendum in writing.

8. Billing of Services:

The correct and timely billing of services used by the Participating Entity is of utmost importance. Incorrect or untimely billing of services may result in the cancellation of the Participating Addendum for non-performance.

• 8.1 Existing Services:

All existing services ordered via a TSR, prior to this Participation Addendum and provided by Contractor, as of the effective date of this addendum, shall remain as is and not be converted to services contained in this Addendum without a TSR. If Contractor proposes migrating services to another service, it can only be converted if ordered by the Participating Entity via a TSR and only for services/equipment on the PA Exhibit 1.

- 8.2 Consolidated Monthly Bill:

Contractor shall bill the Individual Customer for all Participating Entity WTNs (Working Telephone Number, ordered via a TSR), based on a consistent single bill cycle, currently the 25th of each month. All new services and equipment purchased by the Individual Customer via a TSR shall be added by the Contractor to the existing consolidated bill (Account) under a new sub-account entitled "WSCA".

Contractor's consolidated bill shall contain, by WTN, the monthly recurring charges (broken out by billable item as included in this PA), usage charges (and call detail records) and one-time equipment and accessory charges. A paper copy of this consolidated invoice shall be mailed to Individual Customer and contain, by each sub-account and by WTN, the monthly recurring charges, non-recurring charges and usage charges.

- 8.3 Contractor Charges:

Contractor shall not invoice the Individual Customer for any new or additional charges (recurring or non-recurring) unless the Contractor receives written approval from Participating Entity. Contractor shall not invoice the Individual Customer nor will the State pay for:

- Items not included in the PA;
- New charges mandated by regulatory bodies, new surcharges instituted by the Contractor after regulatory approval, etc. until the charge is added to this PA. (The Contractor is responsibility to request these be added to the PA and not bill for them until it receives Participating Entity written approval.);
- Contractor's required contributions to the Universal Service Fund;
- Charges for monthly service or usage that was utilized 30 days prior to the beginning of the then current billing cycle or equipment/accessories that were ordered more that 30 days prior to the then current billing cycle;
- Items in dispute;
- Local, state or federal taxes;
- Termination fees;
- Activation / upgrade / conversion fees (or similar);

- 8.4 Monthly Electronic Billing and Format:

Contractor shall furnish a proper monthly consolidated invoicing billing media in a format approved by Individual Customer. Contractor shall provide Individual Customer with on-line secure access to the Individual Customer's raw data download billing feed (the current electronic billing feed). Contractor shall not make changes to the approved format without providing prior 90-day written notice to Individual Customer with the specifics as to the actual changes that will be made and written acceptance by Individual Customer.

- 8.5 Reports to Individual

Contractor shall provide, upon the Individual Customer's request, or written request by the Telecomm Unit of the Department of Administrative Services, an electronic report, Excel file format, listing, by WTN all individual items that are billed on a monthly basis and associated equipment. This report shall be electronically sent to Individual Customer within fourteen days of the written request. The report shall include, at a minimum, all service and features, with associated item/product codes, associated equipment (specific make and model), with associated item/product codes, monthly recurring costs, initial activation date of service, date of last equipment upgrade, date of next available equipment upgrade, Participating Entity employee assigned the device (this information will be provided on the TSR), the original TSR number that activated the service, and last TSR number that affected the WTN.

- 8.6 Payments and Credits

The Individual Customer shall pay for any telecommunication network service/equipment received as a result of a Individual Customer order (TSR) issued by Individual Customer for services/equipment, subject to Section 8.7 below. All applicable charges (rates) submitted for payment must strictly adhere to the Exhibit 1 rates in

effect during the period of this PA. Contractor shall not alter, adjust, or change Exhibit's 1 rates during the term of this PA unless otherwise authorized in writing by the Department of Administrative Services.

Payments to the Contractor will be approved only after properly formatted invoice billing media is received and reconciled. The Individual Customer requires that payments to Contractor be made within forty-five (45) days after receipt of proper invoice billing media. In the case where discrepancies are found, between the rates on the invoice and in Exhibit 1, corrections of defects in service payment will not be made by the Individual Customer until discrepancies are corrected. Payment shall be made in accordance with Connecticut State Statutes 4a-71, 4a-72 and 4a-73.

- 8.7 Disputed Charges

In order to avoid possible past due or termination notices, Contractor must remove any disputed amount from the Individual Customer's monthly bill until resolution of the disputed amount. The Individual Customer shall not pay Contractor for amounts in dispute or for accounts that have not been properly ordered via a TSR and identified with the ordering TSR. However, Individual Customer shall timely pay the undisputed portions of the invoice containing the disputed amounts. Should the disputed amount actually be a valid charge, Contractor can then re-bill the Individual Customer for that amount - clearly identifying the re-billed figure. Should the disputed amount be an invalid or incorrect charge, Contractor will not re-bill that amount to the Individual Customer of Participating Entity.

- 8.8 Payments Posting

Payments received by Contractor from the Individual Customer shall be appropriately posted to the specific account for which the payment was received. At the Individual Customer's request, Contractor shall, within 30 days of the request, provide a complete written report of its accounts receivable procedures including payment history of all Individual Customer accounts/WTNs.

## 9. Price Agreement Number:

All TSR's issued by Individual Customer within the jurisdiction of this PA shall include the Participating State contract number: 12PSX0409 and the Lead State price agreement number: 1907

This PA and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this APA and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the participating state.

## 10. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):

If or when Contractor is notified by Individual Customer that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing Contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this PA, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**The parties agree that the following provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.**

**Definitions: The following definitions apply to this Participating Addendum**

- a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- b) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
- c) Contractor: A person or entity who submits a Bid and who executes a Contract.
- d) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

**Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

**Campaign Contribution Restriction.** For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

**Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions. If Executive Orders 7C, 14 and 19 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

**Tangible Personal Property.**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole

determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the National Association of State Procurement Officials, the Nevada's Negotiated Terms and Conditions or the Master Agreement between NASPO and West Publishing Corporation and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <i>STATE OF CT / DAS</i>	Contractor: Cellco Partnership d/b/a Verizon Wireless
By: 	By:
Name: <i>CAROL S. WILSON</i>	Name: Todd Loccisano
Title: <i>DAS Proc. Director</i>	Title: Executive Director, Enterprise & Government Contracts
Date: <i>7/22/13</i>	Date:

[Additional signatures as required by Participating State]

## Exhibit 2

### Services and Equipment Available to All Eligible Entities Other Than Executive Branch Agencies of the Participating Entity

([http://purchasing.state.nv.us/Wireless/WSCA\\_Only/WSCA\\_Only\\_PVersion.htm](http://purchasing.state.nv.us/Wireless/WSCA_Only/WSCA_Only_PVersion.htm))



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